

EXHIBIT H

12/08/2025

In re: Yellow Corporation, et al.

Kenneth R. Stillwell 30(b)(6)

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

In re: Chapter 11
YELLOW CORPORATION, et al., Case No.
Debtors. 23-11069 (CTG)

VIDEOTAPED DEPOSITION OF
KENNETH R. STILWELL

December 8th, 2025
3:03 p.m. Eastern Time

Reported by: Maureen O'Connor Pollard, RDR
New York Notary

- - -

DIGITAL EVIDENCE GROUP
1730 M Street, NW, Suite 812
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<p>1 Remote via Zoom Videotaped Deposition</p> <p>2 of KENNETH R. STILWELL, held at the location of</p> <p>3 the deponent in Syracuse, New York, commencing</p> <p>4 at 3:03 p.m., on the 8th of December, 2025,</p> <p>5 before Maureen O'Connor Pollard, Registered</p> <p>6 Diplomat Reporter, Realtime Systems</p> <p>7 Administrator, Certified Shorthand Reporter, New</p> <p>8 York Notary Public.</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>	<p>1 REMOTE APPEARANCES (Continued):</p> <p>2 ON BEHALF OF THE DEBTORS, YELLOW CORPORATION:</p> <p>3 KIRKLAND & ELLIS LLP</p> <p>4 BY: SHIRLEY CHAN, ESQ.</p> <p>5 shirley.chan@kirkland.com</p> <p>6 333 West Wolf Point Plaza</p> <p>7 Chicago, Illinois 60654</p> <p>8 (312) 862-2000</p> <p>9</p> <p>10 ON BEHALF OF THE OFFICIAL COMMITTEE OF UNSECURED</p> <p>11 CREDITORS:</p> <p>12 AKIN GUMP STRAUSS HAUSER & FELD LLP</p> <p>13 BY: JOSEPH SORKIN, ESQ.</p> <p>14 jsorkin@akingump.com</p> <p>15 BY: MEREDITH LAHAIE, ESQ.</p> <p>16 mlahaie@akingump.com</p> <p>17 Bank of America Tower</p> <p>18 1 Bryant Park</p> <p>19 New York, New York 10036</p> <p>20 (212) 872-1000</p> <p>21</p> <p>22 ON BEHALF OF NEW YORK STATE TEAMSTERS:</p> <p>23</p> <p>24 GROOM LAW GROUP</p> <p>25 BY: EDWARD MEEHAN, ESQ. (With deponent)</p> <p>26 emeehan@groom.com</p> <p>27 1701 Pennsylvania Avenue, NW</p> <p>28 Washington, DC 20006</p> <p>29 (202) 861-2602</p> <p>30</p> <p>31 ON BEHALF OF THE DEPONENT INDIVIDUALLY:</p> <p>32</p> <p>33 PARAVATI, KARL, GREEN & DEBELLA</p> <p>34 BY: VINCENT M. DEBELLA, ESQ.</p> <p>35 (With deponent)</p> <p>36 vdebella@pkgdlaw.com</p> <p>37 12 Steuben Park</p> <p>38 Utica, New York 13501</p>
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<p>1 REMOTE APPEARANCES:</p> <p>2</p> <p>3 ON BEHALF OF MFN PARTNERS LP & MOBILE STREET</p> <p>4 HOLDINGS, LLC:</p> <p>5 QUINN EMANUEL URQUHART & SULLIVAN LLP</p> <p>6 BY: ERIC WINSTON, ESQ.</p> <p>7 ericwinston@quinnemanuel.com</p> <p>8 865 S. Figueroa Street, 10th Floor</p> <p>9 Los Angeles, California 90017</p> <p>10 (213) 443-3000</p> <p>11</p> <p>12 and</p> <p>13</p> <p>14 POTTER ANDERSON & CORROON LLP</p> <p>15 BY: ANDREW C. EHRLMANN, ESQ.</p> <p>16 aehrmann@potteranderson.com</p> <p>17 BY: NICOLE PEDI, ESQ.</p> <p>18 npedi@potteranderson.com</p> <p>19 BY: L. KATHERINE GOOD, ESQ.</p> <p>20 kgood@potteranderson.com</p> <p>21 BY: MARIA KOTSIRAS, ESQ.</p> <p>22 mkotsiras@potteranderson.com</p> <p>23 1313 North Market Street, 6th Floor</p> <p>24 Wilmington, Delaware 19801</p> <p>25 (302) 984-6282</p> <p>26 and</p> <p>27 LITTLER</p> <p>28 BY: ERIC FIELD, ESQ.</p> <p>29 efield@littler.com</p> <p>30 815 Connecticut Avenue, NW</p> <p>31 Suite 400</p> <p>32 Washington, DC 20006</p> <p>33 (202) 772-2539</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> <p>38</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p>	<p>1 REMOTE APPEARANCES (Continued):</p> <p>2</p> <p>3 ON BEHALF OF THE UNITED STATES TRUSTEE:</p> <p>4</p> <p>5 UNITED STATES DEPARTMENT OF JUSTICE</p> <p>6 OFFICE OF THE UNITED STATES TRUSTEE</p> <p>7 BY: JANE M. LEAMY, ESQ.</p> <p>8 jane.m.leamy@usdoj.gov</p> <p>9 844 N. King Street</p> <p>10 Suite 2207, Lockbox 35</p> <p>11 Wilmington, Delaware 19801</p> <p>12 (302) 573-6491</p> <p>13</p> <p>14 Videographer: Danny Ortega</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>

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<p style="text-align: right;">Page 26</p> <p>1 MR. DEBELLA: Objection. You're</p> <p>2 asking for a legal conclusion by a lay</p> <p>3 witness.</p> <p>4 MR. EHLMANN: Are you instructing</p> <p>5 the witness not to answer?</p> <p>6 MR. DEBELLA: The witness is not a</p> <p>7 lawyer, and you're asking for a legal</p> <p>8 conclusion.</p> <p>9 MR. MEEHAN: Go ahead,</p> <p>10 Mr. Stilwell, if you can.</p> <p>11 THE WITNESS: I'm not an attorney.</p> <p>12 I will refrain from answering the question.</p> <p>13 MR. EHLMANN: So at this point I am</p> <p>14 just going to say that MFN Partners are</p> <p>15 reserving all rights to seek further</p> <p>16 testimony from New York Teamsters with the</p> <p>17 Court or to compel specific answers from New</p> <p>18 York Teamsters regarding any topics within</p> <p>19 the scope of this deposition.</p> <p>20 BY MR. EHLMANN:</p> <p>21 Q. Mr. Stilwell, are you aware of any</p> <p>22 other MEPP asserting a liquidated damages claim</p>	<p style="text-align: right;">Page 28</p> <p>1 damages claim it asserts?</p> <p>2 MR. DEBELLA: And I'm just going to</p> <p>3 object to form, and instruct the witness to</p> <p>4 answer -- to not divulge any communications</p> <p>5 or discussions with the Committee. If you</p> <p>6 can answer yes or no, you can answer, but to</p> <p>7 the extent it is more than yes or no, I</p> <p>8 would instruct the witness not to answer, to</p> <p>9 preserve the Committee's privilege.</p> <p>10 MR. MEEHAN: And I would add to the</p> <p>11 extent, Mr. Stilwell, if you have any</p> <p>12 knowledge on that subject, that you not</p> <p>13 reveal any attorney-client privilege</p> <p>14 associated with the Fund.</p> <p>15 THE WITNESS: I have no knowledge</p> <p>16 on the subject matter, therefore I will not</p> <p>17 answer the question.</p> <p>18 BY MR. EHLMANN:</p> <p>19 Q. Has any representative from the</p> <p>20 Committee requested New York Teamsters to waive</p> <p>21 its claim for liquidated damages?</p> <p>22 A. Not that I'm aware of.</p>
<p style="text-align: right;">Page 27</p> <p>1 similar to New York Teamsters in this case?</p> <p>2 MR. MEEHAN: Object to the form.</p> <p>3 Go ahead.</p> <p>4 THE WITNESS: I am not.</p> <p>5 BY MR. EHLMANN:</p> <p>6 Q. Prior to filing its Proofs of</p> <p>7 Claim, did New York Teamsters discuss how to</p> <p>8 calculate withdrawal liability claim with any</p> <p>9 other MEPP?</p> <p>10 A. I am unaware of that.</p> <p>11 Q. Is there anyone at New York</p> <p>12 Teamsters who would be aware of that to your</p> <p>13 knowledge?</p> <p>14 A. None.</p> <p>15 Q. Prior to filing its Proofs of</p> <p>16 Claim, did New York Teamsters discuss how to</p> <p>17 calculate withdrawal liability with any</p> <p>18 representative of the Committee?</p> <p>19 A. I am unaware of that.</p> <p>20 Q. Has New York Teamsters discussed</p> <p>21 with any representative of the Committee whether</p> <p>22 New York Teamsters is entitled to the liquidated</p>	<p style="text-align: right;">Page 29</p> <p>1 MR. SORKIN: And I would just --</p> <p>2 Mr. Stilwell, apologies, but if you could</p> <p>3 just give me a minute to interpose an</p> <p>4 objection.</p> <p>5 I think the question and answer as</p> <p>6 asked and answered did not reveal any</p> <p>7 privileged communications, but I will be</p> <p>8 objecting just to make sure that there is no</p> <p>9 discussion of communications with the</p> <p>10 Committee as committee members by the New</p> <p>11 York State Teamsters.</p> <p>12 So I just want to make sure that,</p> <p>13 Mr. Stilwell, you understand that. So if</p> <p>14 you would pause for a minute, I may object.</p> <p>15 THE WITNESS: Understood.</p> <p>16 MR. SORKIN: Thank you.</p> <p>17 MR. MEEHAN: In addition to the</p> <p>18 privilege, there is a Rule 408 restriction,</p> <p>19 and an understanding that I have had with</p> <p>20 every counsel on this case, that every</p> <p>21 discussion of settlement is entirely off the</p> <p>22 record.</p>

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<p style="text-align: right;">Page 30</p> <p>1 So I'll need to know whether MFN is</p> <p>2 waiving that protection so that anything and</p> <p>3 everything associated with MFN and</p> <p>4 settlement can now be put on a public</p> <p>5 record. If you are not waiving that, you</p> <p>6 are being inconsistent. Can you tell me</p> <p>7 which way you want to go on that?</p> <p>8 MR. EHRMANN: 408 is not a</p> <p>9 privilege. It is completely within the</p> <p>10 bounds of admissibility. That is all I will</p> <p>11 say on the topic.</p> <p>12 MR. MEEHAN: I understand there are</p> <p>13 a number of cases in 408. But I have a</p> <p>14 specific understanding with lawyers</p> <p>15 representing MFN that subjects concerning</p> <p>16 settlement are off the record, and I had</p> <p>17 that same understanding with every other</p> <p>18 lawyer in this case representing a party --</p> <p>19 a lawyer for every party is how I should put</p> <p>20 it, not to be overly broad.</p> <p>21 But I just need to know, is MFN</p> <p>22 waiving that restriction so that by</p>	<p style="text-align: right;">Page 32</p> <p>1 to seek additional testimony and additional</p> <p>2 time with respect to this deposition as</p> <p>3 counsel has repeatedly made additional and</p> <p>4 prolonged statements on the record which are</p> <p>5 beyond the scope of this deposition, and I</p> <p>6 will move on with the questioning.</p> <p>7 BY MR. EHRMANN:</p> <p>8 Q. Mr. Stilwell --</p> <p>9 MR. MEEHAN: No, no, no. Orally</p> <p>10 and in writing on repeated occasions I</p> <p>11 communicated to counsel for MFN that my</p> <p>12 understanding of these topics was that</p> <p>13 virtually every question I could think of</p> <p>14 would result in a privilege instruction. It</p> <p>15 should be no surprise that we cannot</p> <p>16 proceed.</p> <p>17 What is a little surprising is MFN</p> <p>18 is inquiring into settlement matters, so</p> <p>19 that raises this third aspect.</p> <p>20 We also agreed, notwithstanding my</p> <p>21 concerns which were stated orally and in</p> <p>22 writing on multiple occasions, that this</p>
<p style="text-align: right;">Page 31</p> <p>1 inquiring into these matters MFN is making</p> <p>2 it clear that any party may reveal anything</p> <p>3 that MFN has divined in this case in</p> <p>4 settlement? I just need to know which path</p> <p>5 you're taking.</p> <p>6 MR. EHRMANN: This is not</p> <p>7 appropriate for this room, Counsel. That is</p> <p>8 all I will say on the topic, and I will move</p> <p>9 on with this deposition.</p> <p>10 MR. MEEHAN: Well, I do -- okay.</p> <p>11 My request will remain out there. If you're</p> <p>12 going to inquire into any settlement</p> <p>13 conversations, I will take it that MFN is</p> <p>14 waiving the agreement that I have with its</p> <p>15 counsel that we will not discuss what was</p> <p>16 exchanged in settlement and that we are free</p> <p>17 to put MFN's demands in their entirety on</p> <p>18 the public record. So please understand</p> <p>19 that's our position.</p> <p>20 Go ahead.</p> <p>21 MR. EHRMANN: I will say at this</p> <p>22 time that MFN again will reserve all rights</p>	<p style="text-align: right;">Page 33</p> <p>1 deposition would proceed for, quote, about</p> <p>2 two hours, end quote, and even though you</p> <p>3 noticed it for 4:00 o'clock, we agreed to</p> <p>4 start at 3.</p> <p>5 So we're going to stop right around</p> <p>6 5, and you're getting exactly what we told</p> <p>7 you would happen. So please try to ask</p> <p>8 questions, but don't create these problems.</p> <p>9 Thank you.</p> <p>10 BY MR. EHRMANN:</p> <p>11 Q. Mr. Stilwell, in this case</p> <p>12 Judge Goldblatt has issued various rulings</p> <p>13 concerning New York Teamsters' withdrawal</p> <p>14 liability claim, is that correct?</p> <p>15 A. To the best of my knowledge, yes.</p> <p>16 Q. So I'm not asking whether you agree</p> <p>17 with any of the rulings, but giving effect to</p> <p>18 the existing rulings, what is the amount of New</p> <p>19 York Teamsters' withdrawal liability?</p> <p>20 MR. SORKIN: I would just instruct</p> <p>21 the witness to the extent it calls for the</p> <p>22 witness to divulge any communications as a</p>

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<p style="text-align: right;">Page 94</p> <p>1 the reason for this settlement is the</p> <p>2 professional fees incurred in this case.</p> <p>3 MR. MEEHAN: And I know this is</p> <p>4 only colloquy, but the testimony is much</p> <p>5 broader than that. But thank you for at</p> <p>6 least attempting to address my question.</p> <p>7 BY MR. EHLMANN:</p> <p>8 Q. Mr. Stilwell, to your knowledge,</p> <p>9 without breaking privilege, has anyone done an</p> <p>10 estimate of the litigation costs for the debtors</p> <p>11 in this case? Sorry, let me -- strike that</p> <p>12 actually. Let me rephrase that.</p> <p>13 Without breaking privilege, sir,</p> <p>14 has anyone done an estimate of litigation costs</p> <p>15 related to the settled MEPP claims in this</p> <p>16 litigation?</p> <p>17 MR. MEEHAN: All of the MEPP</p> <p>18 claims, or just the New York State claim?</p> <p>19 MR. EHLMANN: Those subject to the</p> <p>20 settlement.</p> <p>21 MR. MEEHAN: So all of the MEPP</p> <p>22 claims that are being -- and this would be</p>	<p style="text-align: right;">Page 96</p> <p>1 That being said, MFN parties is</p> <p>2 going to leave this deposition open, and we</p> <p>3 reserve all rights on the record to seek</p> <p>4 further testimony, and to ask the Court to</p> <p>5 compel further testimony from your New York</p> <p>6 Teamsters on any of the topics meant for</p> <p>7 this deposition.</p> <p>8 MR. MEEHAN: Okay. So if you're</p> <p>9 finished, Counsel, number one, you didn't</p> <p>10 ask a single question about the first</p> <p>11 topic --</p> <p>12 THE STENOGRAPHER: I'm sorry,</p> <p>13 Mr. Meehan, I can't hear you.</p> <p>14 MR. MEEHAN: You did not ask a</p> <p>15 single question in my observation about</p> <p>16 Topic Number 1. We spent extensive time</p> <p>17 preparing the witness, and expense, and we</p> <p>18 have a wide audience of people, including a</p> <p>19 number of people who are billing the estate</p> <p>20 for this, as they are doing what they</p> <p>21 perceive to be their duty to attend this</p> <p>22 deposition where you didn't ask a single</p>
<p style="text-align: right;">Page 95</p> <p>1 the fees that would be incurred by the</p> <p>2 debtors, you're asking?</p> <p>3 MR. EHLMANN: Yes.</p> <p>4 MR. MEEHAN: If you know, sir.</p> <p>5 THE WITNESS: Yes.</p> <p>6 BY MR. EHLMANN:</p> <p>7 Q. Who has done this estimate?</p> <p>8 A. The Fund's counsel.</p> <p>9 Q. I'm sorry, that might have been on</p> <p>10 my end, but you broke up, sir. Can you repeat</p> <p>11 that answer?</p> <p>12 A. The Fund's counsel.</p> <p>13 Q. Have you reviewed that estimate?</p> <p>14 A. I have not.</p> <p>15 MR. EHLMANN: Okay. So again,</p> <p>16 based on the fact that it is clear that the</p> <p>17 witness is not aware of many of the topics</p> <p>18 meant for discussion here, and that it is</p> <p>19 the party's obligation to prepare their</p> <p>20 corporate representative prior to the</p> <p>21 deposition, I do not believe that it would</p> <p>22 be appropriate to move forward right now.</p>	<p style="text-align: right;">Page 97</p> <p>1 question about the first topic.</p> <p>2 You didn't ask a single question</p> <p>3 about the fourth topic.</p> <p>4 You asked, debatably, arguably, a</p> <p>5 couple of questions about 2 and 3. You got</p> <p>6 answers to every one. You spent most of</p> <p>7 your time talking about other subjects that</p> <p>8 are not apparent to me that they were within</p> <p>9 2 and 3.</p> <p>10 I have now five, six, seven times</p> <p>11 perhaps, I offered to educate and remind the</p> <p>12 witness on any topic you got an "I don't</p> <p>13 know."</p> <p>14 Can you please state any question</p> <p>15 where you got an "I don't know" or something</p> <p>16 like that where you would like an answer?</p> <p>17 Because we still have, oh, at least another</p> <p>18 13 to 20 minutes left for you to get</p> <p>19 answers. So could you please identify?</p> <p>20 MR. EHLMANN: Mr. Meehan, I will</p> <p>21 repeat again that it is the party's</p> <p>22 obligation to prepare a 30(b)(6) deponent</p>

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<p>1 prior to the deposition, not during the</p> <p>2 deposition. That is completely</p> <p>3 inappropriate.</p> <p>4 MR. MEEHAN: Well, I'm well aware</p> <p>5 of the obligation.</p> <p>6 You may note that we created an</p> <p>7 exhibit which we provided to you as a</p> <p>8 courtesy that contains information.</p> <p>9 Mr. Stilwell, do you adopt the</p> <p>10 entirety of that summary here today?</p> <p>11 THE WITNESS: Yes, I do.</p> <p>12 MR. MEEHAN: All right. Now, with</p> <p>13 that in mind, sir, you asked some questions,</p> <p>14 you were making statements on the record</p> <p>15 that you did not get answers. I don't know</p> <p>16 of any that fall within 2 or 3, because I'm</p> <p>17 excluding 1 and 4 -- you didn't ask anything</p> <p>18 about them -- that you didn't get an answer.</p> <p>19 Is there anything within 2 and 3</p> <p>20 you asked that you got an "I don't know"?</p> <p>21 MR. EHLMANN: I will repeat again</p> <p>22 that this is not the time to now educate</p>	<p>1 deposition you were asked a question about</p> <p>2 default, you gave answers involving the word</p> <p>3 "default." What did you understand the word</p> <p>4 "default" to mean in the context of those</p> <p>5 questions and your answers?</p> <p>6 A. Yes. In the administration of the</p> <p>7 Fund a default in my meaning would be that</p> <p>8 someone starts paying an obligation and then</p> <p>9 ceases to pay that obligation, so they defaulted</p> <p>10 on that obligation on the monthly payment.</p> <p>11 That's what I meant.</p> <p>12 Q. All right. Did you mean anything</p> <p>13 beyond that in terms of legal analysis of what a</p> <p>14 default might mean in the context of this case?</p> <p>15 A. I did not, no.</p> <p>16 Q. Okay. You were asked some</p> <p>17 questions about whether you had received an</p> <p>18 analysis, quote, an analysis, end quote, setting</p> <p>19 forth what the fees would be that could be</p> <p>20 incurred by the debtors continuing to litigate.</p> <p>21 Do you remember questions about</p> <p>22 that topic?</p>
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<p>1 this witness. I have asked him questions.</p> <p>2 It is clear he does not know many of these</p> <p>3 topics.</p> <p>4 We are going to reserve all rights</p> <p>5 on the record to seek further testimony and</p> <p>6 to ask the Court to compel further testimony</p> <p>7 or answers to specific questions.</p> <p>8 And with that, I don't think we</p> <p>9 have any further -- anything further at this</p> <p>10 time.</p> <p>11 MR. MEEHAN: Yes, actually we do.</p> <p>12 Two things.</p> <p>13 One, we'll seek costs because you</p> <p>14 have confirmed you didn't ask anything about</p> <p>15 1 and 4. We spent time dealing with number</p> <p>16 2 and 3. You're refusing to identify</p> <p>17 anything. So if you seek this, you will</p> <p>18 need a Court order and we will seek costs.</p> <p>19 I have a couple of questions.</p> <p>20 EXAMINATION</p> <p>21 BY MR. MEEHAN:</p> <p>22 Q. Mr. Stilwell, earlier in the</p>	<p>1 A. I do.</p> <p>2 Q. Okay. Now, the word "analysis,"</p> <p>3 what does that mean to you?</p> <p>4 A. That I received and I was able to</p> <p>5 review a detailed written calculation,</p> <p>6 description and calculation of what that</p> <p>7 analysis would be towards legal fees.</p> <p>8 Q. Like a financial spreadsheet, that</p> <p>9 type of thing?</p> <p>10 A. Yes.</p> <p>11 Q. Have you received any estimates</p> <p>12 from any source as to what the fees could be</p> <p>13 that would be incurred by the New York State</p> <p>14 Teamsters Fund if the Fund continues to litigate</p> <p>15 the open issues including the 20-year cap, the</p> <p>16 present value discount, whether or not the Judge</p> <p>17 has ruled on 4225, and if there is no definitive</p> <p>18 ruling, what analysis and legal positions need</p> <p>19 to be taken? All of the other issues as you</p> <p>20 understand them, have you received any estimate</p> <p>21 as to what the Fund's legal expenses going</p> <p>22 forward will be to litigate those issues?</p>